



## BOARD OF PUBLIC WORKS & SAFETY OCTOBER 21, 2004 MINUTES

Board member Warren Beville called the meeting to order at 6:00 p.m.

<b>PRESENT:</b>	Board members Warren Beville, Kevin Hoover; Clerk-Treasurer Jeannine Myers; City Attorney Shawna Koons-Davis; and Director of Engineering Paul Peoni. Mayor Charles Henderson was not able to attend.
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Mr. Hoover moved to approve the minutes of October 7<sup>th</sup> as presented. Second by Mr. Beville. Vote: Ayes.

Jerry Kreuzman of Republic Services of Indiana approached the Board to request an adjustment and amendment to their contract for trash service. There are an additional 282 customers to be added to the contract. Mr. Hoover moved to grant the request for the adjustment to the contract for curbside trash and recycling services with Republic Services of Indiana, subject to verification by the Sanitation Billing Office of the current billed customers, so the amount of the adjustment can be approved by the Utility Accountant and the City Attorney, which amount would be effective on the anniversary date of the contract. Second by Mr. Beville. Vote: Ayes.

On behalf of Meyer Car Wash Jim Sargent discussed the SAF and brought a proposal for building a recycling system for the proposed car wash. Mr. Sargent was authorized by his client, Mr. Lawrence Meyer, to offer the City a Letter-of-Credit (LOC) for \$57,000 to be held in escrow in order for a building permit to be issued. The City would hold this LOC, give the car wash an opportunity to get the recycling system running and determine the actual water usage to allow the City to figure a more accurate SAF. Since there is not a specific line item in State Bulletin 13, Ms. Koons-Davis clarified that wastewater for a car wash comes under the general provision that the Board of Public Works & Safety or its designee could determine water usage based upon good engineering judgment and reasonable information. Mr. Peoni confirmed that the estimate was based on other car wash usage in the area, using normal technology, not recycling. The petitioner stated that all three semi-automatic bays probably would be active from the start. There was discussion on the time frame to determine the actual water usage. Mr. Hoover moved to set the SAF fee at the amount prescribed by the Engineering Department (approximately \$57,000), paid in through a Letter-of-Credit or other financial guarantee in a form acceptable to the City Attorney, deposited in an escrow account or similar fund, and that we review the actual water usage upon the completion of one year, following all self-serve and semi-automatic bays being operational. After comments from the Utility Accountant and Mr. Peoni, Mr. Hoover modified his motion to make the period of time for review two years, after which an adjustment would be made as necessary if needed. Second by Mr. Beville. Vote: Ayes.

For Greenwood Trace Block "C", Mr. Peoni told the Board that the performance bond amount and the improvement (erosion control) shown on the bond are correct. The revisions requested by the City Attorney have been made, but the bonding company is not aware of these minor revisions. The City is requesting verification from the bonding company on the revisions. Mr. Hoover moved to accept performance bond #6218547 in the amount of \$10,993.68 from Safeco Insurance Company of America for the installation of the erosion control at Greenwood Trace, Block "C", subject to clarification from the bonding company that they are aware of the revisions that were requested previously by the City Attorney and are now shown on the performance bond. Second by Mr. Beville. Vote: Ayes.

Mike Mullin of Beazer Homes represented Copperfield South, Section 1 to ask for acceptance of signs and monuments, acceptance of the maintenance bond and release of the performance bond. Mr. Peoni confirmed that the signs and monuments appear to have been satisfactorily installed. The form and amount of the maintenance bond are correct, with one change needed. Mr. Hoover, per Mr. Peoni's memo, moved to:

- 1) Accept the signs and monuments at Copperfield South, Section One.

- 2) Accept three (3) year maintenance bond #08778110 in the amount of \$781.66 from Fidelity and Deposit Company of Maryland for the signs and monuments at Copperfield South Subdivision, Section One.
- 3) Release performance bond #B2 1842764 in the amount of \$3,908.30 from Gulf Insurance Company for the installation of the signs & monuments at Copperfield South Subdivision, Section One, all subject to:
  - a) Receiving a rider or a new original three (3) year maintenance bond that states section ONE and not section two as it is currently worded.

Second by Mr. Beville. Vote: Ayes.

Village Commons III is asking that the Board accept their Inspection and Testing Agreement for all items except sanitary sewer, ratify the acceptance of the 50% upfront fee, accept the performance bond and execute the plat. Mr. Peoni told the Board that the bond needs to be revised to show the correct amount and improvements. Revisions are also needed on the plat. Mr. Hoover, per Mr. Peoni's memo, moved to:

- 1) Accept the Inspection & Testing Agreement for all improvements except sanitary sewer and ratify the acceptance of the 50% upfront fee for Village Commons III.
- 2) Accept performance bond #889827S in the amount of \$9,447 from Developers Surety and Indemnity Company for the dirtwork and erosion control at Village Commons III.
- 3) Execute the plat, all conditioned upon:
  - a) Receipt of a revised performance bond with the correct amount and improvements shown
  - b) Final review and approval of the performance bond by the City Attorney.
  - c) Final review and approval of the plat by both the Engineering and Planning departments.

Second by Mr. Beville. Vote: Ayes.

Village Commons IV is asking that the Board accept their Inspection & Testing Agreement for all improvements except sanitary sewer, ratify the acceptance of the 50% upfront fee, and accept the performance bond for dirtwork, storm sewers, erosion control and sidewalks. Mr. Peoni indicated that everything was acceptable, including the form of the bond. Mr. Beville moved to:

- 1) Accept the Inspection & Testing Agreement for all improvements except sanitary sewer and ratify the acceptance of the 50% upfront fee for Village Commons IV.
- 2) Accept performance bond #889828S in the amount of \$18,199.27 from Developers Surety and Indemnity Company for the dirtwork, storm sewers, erosion control and sidewalks at Village Commons IV.

Second by Mr. Hoover. Vote: Ayes.

Bob Lane of Wilderness Development approached the Board next to ask for acceptance of their Inspection & Testing Agreement for sanitary sewers at Olive Branch Parke. Mr. Peoni confirmed that he had received the agreement and the 50% fee and all appeared to be in order. Mr. Hoover moved to accept the Inspection & Testing Agreement for Olive Branch Parke and ratify acceptance of the check, subject to the Engineering Department's final review and approval. Second by Mr. Beville. Vote: Ayes.

Code Enforcement Officer John Myers was next to discuss nuisance complaints. The first was 555 Northgate Drive, where there was a complaint of high grass received 9/15/04. Mr. Myers left a copy of Ordinance 6-270,271 with a business card and a notation to call Code Enforcement. On 9/16 Mr. Myers was notified that the tenant was moving in two weeks and needed to notify the property owner, Brian Stewart. Mr. Stewart told Code Enforcement that he was not going to mow the grass. On 9/17 Code Enforcement sent a certified letter to Brian Stewart to appear before the Board on 10/07 and a certified letter to the mortgage company. At the last Board meeting, Mr. Myers asked for a continuance in order to notify the mortgage company, as he was not sure the house was occupied. The receipt was returned from Mr. Stewart unclaimed. A Cinergy bill was paid on 10/04 and trash was put out at the site on 10/13. A car was observed on 10/18. The violation still exists. Mr. Beville moved to find that a nuisance exists at 555 Northgate Drive, that the City Attorney issue a 7-day Notice of Abatement, and failing that, she is directed to take whatever action she deems necessary and charge the costs back against the property owner. Second by Mr. Hoover. Vote: Ayes.

The property at 1111 Tanglewood Drive has been before the Board once already this year in June, noted Mr. Myers. On 9/22 there was a second complaint regarding high grass and a swimming pool in the back yard. Again certified letters were sent to property owner Carol Simmons and the mortgage company to appear before the Board tonight. A return receipt was received from Ms. Simmons. This is a vacant

property, found to be unsecured, and it is still in violation. Mr. Hoover moved to find that a nuisance exists at 1111 Tanglewood Drive because of the high grass and unattended swimming pool as well as the unsecured property, and to direct the City Attorney to send an abatement letter of 7 days, and failing compliance, to take all steps to correct the situation and collect any costs and make a lien against the property. Second by Mr. Beville. Vote: Ayes.

On her Status of Tasks, the City Attorney first discussed the CIT Group/ Consumer Finance, Inc. proposed Default Judgment and Agreed Decree of Foreclosure for the Board's consideration. They are asking that the Board subordinate the sewer lien to their mortgage lien. Under Indiana law, a sewer lien is superior to all other liens except tax liens. Mr. Hoover moved to deny the request of the proposed Default Judgment and Agreed Decree of Foreclosure as submitted by Plaintiff in the CIT Group/Consumer Finance, Inc. v. David Edward Johnson, et al. matter, and to direct the City Attorney to contact counsel for Plaintiff to advise Plaintiff of this decision. Second by Mr. Beville. Vote: Ayes.

Next was a request for a single parcel Sewer Service Agreement by White River Baptist Church. Representatives of the church, located at 1288 W. Demaree Road (corner of Honey Creek and Demaree Roads) contacted Sanitation Superintendent Keith Meier. The church was waiting for the Cobblestone project to be completed. The Cobblestone system has been completed and accepted, and Mr. Meier states that capacity is available to service White River Baptist Church. Mr. Beville moved to grant the request for single-parcel sewer service by White River Baptist Church located at 1288 W. Demaree Road, Greenwood, to direct staff to prepare the appropriate agreement, and to authorize the Mayor to sign in the Board's behalf. Second by Mr. Hoover. Vote: Ayes.

Ms. Koons-Davis next provided copies of an easement being prepared as part of Republic Development's work on the south side of CR 750N by the new intermediate school. They need to get a drainage easement across some property that will ultimately be assigned to the City when they build. Counsel referred to some language that Republic says the County Drainage Board requested and insisted be included for them to be able to connect to a drainage outfall in a legal ditch. Ms. Koons-Davis described part of the language as too broad. She objects to the language that we will not modify or alter structures within the complete easement area without the consent of the Johnson County Drainage Board, explaining that they have modified our drainage easement and added terms to it. Mr. Hoover moved to direct the City Attorney to take steps to address the stormwater easement agreement in terms that she deems appropriate, including excising the restriction that we can't make changes in our own easement. Second by Mr. Beville. Vote: Ayes.

Ms. Koons-Davis next discussed the lease with Truss Realty on the police training facility. The money to purchase that at the end of the initial three-year lease will not be in the budget. We are going to try to extend the lease, said the City Attorney, clarifying that we were supposed to give six-months notice if we wanted to exercise that three-year renewal option with the same terms and conditions. During a phone conversation Michelle Jackson of Truss Realty assured counsel that they would not invoke that clause. If we send written notice, they are willing to extend the contract. Mr. Hoover moved to direct the City Attorney to send written notice to Truss Realty, extending and renewing the gun range lease for an additional three-year period under the same terms and conditions, and authorize the Mayor to sign. Second by Mr. Beville. Vote: Ayes.

Under his Status of Tasks, Mr. Peoni, presented Inspection & Testing Agreements for both sanitary and all other improvements for The Trails at Woodfield, Section 2. Mr. Hoover moved to accept these agreements and ratify the acceptance of the 50% upfront portion. Second by Mr. Beville. Vote: Ayes.

For Southern Pines, Section 3, at Mr. Peoni's recommendation, Mr. Beville moved to accept the Inspection & Testing Agreements for both sanitary and all other improvements and ratify the acceptance of the 50% fee. Second by Mr. Hoover. Vote: Ayes.

Precedent South Business Center, Section 1, Block 3A, is extending a sanitary sewer to serve a parcel of ground near it to allow for development. This is west of Graham Road and south of Main Street. At Mr. Peoni's recommendation, Mr. Hoover moved to accept the Inspection & Testing Agreement for sanitary sewers and ratify the acceptance of the 50% fee. Second by Mr. Beville. Vote: Ayes.

Timber Valley, Section 2, is asking for acceptance of their erosion control performance bond, #08778097 in the amount of \$185,000. Mr. Hoover moved to accept the bond as described, subject to the City Attorney's final review and approval. Second by Mr. Beville. Vote: Ayes.

Mr. Peoni recounted that at the June 24, 2004 meeting the Board accepted the sanitary sewer at the Trails at Woodfield, Section 1 and the Chateau at Woodfield, Section 1. However, a portion of the sewer had to be dug up and retested, he added, so the developer was required to post a \$30,000 official check to cover that sanitary sewer that had to be retested. The testing has been completed, and the Sanitation Superintendent has approved the sewers. Mr. Beville moved to release Official Check #733871871 from Bank One in the amount of \$30,000. Second by Mr. Hoover. Vote: Ayes.

Regarding pathways, Mr. Peoni indicated that the Parks Department has asked the Plan Commission to review projects and have the developers install pathways where required by the Trails Master Plan. The pathways will be either six feet wide or ten feet wide, depending on the location. The six-foot path is called a segment trail and the ten-foot path is called a loop-trail. Ms. Koons-Davis said adopting the details should be done by resolution. The Board directed her to prepare the resolution. There was discussion on discouraging driving on the wider paths.

For the Eastside Interceptor, Phase 2B, Mr. Peoni noted the lift stations have been completed since June of this year. Bowen Engineering is asking that the Board execute the Certificate of Substantial Completion. There is a punch list incorporated in it, Mr. Peoni stated, and there is retainage they would not be able to get at this time. Staff is looking into an extended warranty for the lift stations, due to Phase 2A delays. After discussion, the consensus of the Board was to take the issue under advisement.

Also concerning the Eastside Interceptor, Phase 2A, Norm Gabehart, Director of Operations, asked for the Board's consideration of Contract Change Order #2 for Atlas Excavating. He cited poor soil conditions that necessitated the redesign and location change of the 42-inch gravity interceptor and 16"/24" force mains. The rerouting will result in an appreciable increase in depth of construction for the manholes and interceptor from an average of approximately 8 feet to approximately 25 feet. The Change Order provides for an increase in unit price for the installation of the 42-inch diameter gravity interceptor remaining to be installed, increase in pipe and manhole quantities installed and extension of the anticipated Substantial Completion. Payment is to be on a unit price basis. Net change in the contract price would be \$557,267.64. Mr. Hoover moved to approve the proposed Contract Change Order #2 for \$557,267.64 with further timing as to the implementation and other terms of the contract to be negotiated and approved by the Mayor. Second by Mr. Beville. The revised date for substantial completion would be an attachment to the change order before executing the change order. Vote: Ayes.

Mr. Beville moved to accept the claims as presented through October 21<sup>st</sup>. Second by Mr. Hoover. Vote: Ayes.

With no further business, the meeting adjourned at 6:45 p.m.